

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
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PURDUE PHARMA L.P., <i>et al.</i> ,	:	Case No. 19-23649 (RDD)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
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**FIRST SUPPLEMENTAL DECLARATION OF
ANN V. KRAMER IN CONNECTION WITH THE
DEBTORS' RETENTION AND EMPLOYMENT OF
REED SMITH LLP AS SPECIAL INSURANCE COUNSEL**

Ann V. Kramer, being duly sworn, states the following under penalty of perjury:

1. I am a Partner at Reed Smith LLP ("**Reed Smith**"), which maintains offices in 17 U.S. cities and 14 international cities, including the office at 599 Lexington Avenue, New York, New York, 10022.

2. On April 19, 2022, the Debtors filed the *Debtors' Application for Entry of an Order Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code Authorizing the Retention and Employment of Reed Smith LLP as Special Insurance Counsel, Nunc Pro Tunc to March 1, 2022* [ECF No. 4674] (the "**Application**").

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014) (collectively, the "**Debtors**"). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

3. In connection with the Application, I filed a declaration (the “**Initial Declaration**”) describing Reed Smith’s connections to the Debtors and other potential parties in interest (the “**PII**”). The Initial Declaration was appended to the Application as Exhibit A.

4. On May 18, 2022, this Court entered the *Order Granting Application Pursuant to Bankruptcy Code Sections 327(e) and 328(a) Authorizing Retention and Employment of Reed Smith LLP as Special Insurance Counsel, Effective March 1, 2022* [ECF No. 4850].

5. I hereby submit this supplemental declaration (the “**First Supplemental Declaration**”) to describe the below additional connections of Reed Smith LLP to the PII. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

6. Since the filing of the Initial Declaration, Reed Smith has engaged in further inquiry of its partners, counsel, and associates with respect to the matters contained in the Initial Declaration, and has continued to conduct further periodic checks with respect to known and newly-identified persons and parties in interest in these Chapter 11 Cases. As a result of Reed Smith’s ongoing review of these matters, Reed Smith makes the following additional specific disclosure.

7. John Michael Suffredini and Jonathan Lowne (“**Clients**”), each a former employee of the Debtors, have notified the Debtors that they have been identified as witnesses in the Adversary Proceeding captioned, *Purdue Pharma L.P., et al. v. AIG Specialty Insurance Company, et al.*, Case No. 19-23649 (SHL), Adv. Case No. 21-07005-shl (Bankr. S.D.N.Y.) (collectively, the “**Claims**”). Pursuant to the Debtors’ indemnification policy, the Debtors have elected to assume the defense of the Claims. The Clients have approved and retained Reed Smith as its defense counsel with respect to the Claims (the “**Representation**”). The Debtors and Reed Smith have signed an agreement, dated July 5, 2022, covering the terms of the Representation of

the Clients relating to the specified Claims (the “**Agreement**”). As part of the Agreement, the Debtors have agreed to pay Reed Smith for its reasonable fees and expenses incurred with respect to the Representation, and have acknowledged that the Clients, and not the Debtors, are Reed Smith’s clients in connection with the Representation. Reed Smith’s Representation of the Clients in their capacity as witnesses in relation to the Claims is predicated on the alignment of interests between the Debtors and the Clients.

8. In the unlikely event that the interests of the Debtors and the Clients become adversarial, each of the Debtors and the Clients acknowledges and agrees that Reed Smith shall not represent the Clients in any capacity that is adverse to the Debtors. Accordingly, I do not believe that Reed Smith’s Representation of the Clients precludes Reed Smith from satisfying the requirement of Bankruptcy Code section 327(e) that Reed Smith “does not represent or hold any interest adverse to the debtor or to the estate with respect to matter[s] on which [Reed Smith] is to be employed.”

9. Reed Smith will continue to conduct due diligence and will file additional supplemental declarations to the extent necessary.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 28th day of July, 2022
at New York, New York

/s/ Ann V. Kramer

Ann V. Kramer
Reed Smith LLP